

Section IX: Leasing of Property to a Tenant (Effective 01/01/2012)

A. Any owner &/or manager of residential property within the Lakepointe Gardens development is prohibited from renting/leasing the property to any known sexual offender. A background investigation to determine such status for any prospective occupant must be conducted prior to the execution of any lease documents or the acceptance of a security deposit.

B. No lease agreement shall be for a period exceeding one (1) year in length and shall have no renewal options.

1. A copy of any prior written rental agreement in effect on the date this regulation becomes effective, shall be furnished to the Association within ten (10) days of receipt of the Association's request to do so.

2. Any unwritten rental agreement, in effect on the date this regulation becomes effective, shall be considered a month to month agreement which terminates no later than 30 days after the effective date of this regulation. Continued rental of the property at the end of such thirty day period shall require the property owner or manager to furnish a copy of a newly executed written agreement, not to exceed one (1) year in length and subject to all of the terms of this regulation.

3. Failure to comply with the terms of either Paragraph B-1 or B-2 above shall be punishable by a fine of ten dollars (\$10.00) per day, to be assessed against the property owner, beginning with the first day of non-compliance.

4. Any fines remaining unpaid thirty (30) days after the Association has issued written notification of the amount owed, shall also constitute a lien against the owner's property and the Association may take such steps as are necessary to record an assessment lien resulting from such non-payment.

C. The Association shall have the right to reject any lease or lease renewal.

D. Upon confirmation of a background check for sexual offender status of the property's prospective occupants, the owner or property manager shall be required to furnish to the association prior to such occupancy, the following:

1. A copy of the signed lease.

2. An affidavit signed by the lessee(s) confirming the receipt of Association Covenants, By-Laws and Rules/Regulations documents.

3. Personal information for the occupants, including the following:
 - a. Full names & relationship to the lessee(s) of all occupants
 - b. Telephone number, and email address if applicable, of lessee(s)

E. Any violations of the Covenants and/or By-Laws, including established Rules and Regulations, shall be enforceable by the Association utilizing all remedies available at law or in equity, including ejectment against the tenant or occupants of Owner's property.